

EXHIBIT 7

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
CASE NO. 18-MD-2865 (LAK)

IN RE:)

CUSTOMS AND TAX ADMINISTRATION OF)
THE KINGDOM OF DENMARK)
(SKATTEFORVALTNINGEN) TAX REFUND)
SCHEME LITIGATION)

This document relates to case nos.)
19-cv-01783; 19-cv-01788; 19-cv-01794;)
19-cv-01798; 19-cv-01918)

REMOTE VTC VIDEOTAPED DEPOSITION UNDER ORAL
EXAMINATION OF
ROBERT KLUGMAN

DATE: January 28, 2021

REPORTED BY: MICHAEL FRIEDMAN, CCR

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<p>1 lender is the same in every case.</p> <p>2 A Yes, I see that.</p> <p>3 Q Had you ever worked with Gnosis</p> <p>4 prior to this?</p> <p>5 A No.</p> <p>6 Q So the allocations and the</p> <p>7 identities of the various counterparties was</p> <p>8 all provided by Solo. And then, that's what</p> <p>9 Matt and Ira would use in terms of populating</p> <p>10 the template that they would then use in</p> <p>11 order to process the transaction?</p> <p>12 A I missed the very first part of</p> <p>13 that question. I'm sorry.</p> <p>14 Q Yeah. So, the -- Solo would</p> <p>15 provide you with the identification of the</p> <p>16 counterparties and the allocation of the</p> <p>17 shares for each plan.</p> <p>18 And Matt and Ira would then use</p> <p>19 that information to populate the template</p> <p>20 they were using to process the transaction?</p> <p>21 A Yes, that sounds right. I</p> <p>22 don't -- I really don't remember any specific</p> <p>23 template, but that sounds about right, yes.</p> <p>24 Q If you turn to Exhibit 1786?</p> <p>25 MR. MAGUIRE: Mark this as 1786.</p>	<p>1 A I'm not sure what you mean by "the</p> <p>2 account names came later."</p> <p>3 Q Well, it looks like the allocations</p> <p>4 were received the other day and the account</p> <p>5 names today. So it looks like the account</p> <p>6 names came after the allocations.</p> <p>7 A (Witness reviewing.)</p> <p>8 MR. ALLISON: Bill, are you asking</p> <p>9 if that's his understanding, or that's</p> <p>10 what it says in the e-mail?</p> <p>11 MR. MAGUIRE: Let me withdraw the</p> <p>12 question.</p> <p>13 Q Let me ask you instead, sir, if you</p> <p>14 could turn to the attachment, the</p> <p>15 spreadsheets?</p> <p>16 A On which exhibit?</p> <p>17 Q This is Exhibit 1786?</p> <p>18 A Yes.</p> <p>19 Q Do you see the spreadsheet at the</p> <p>20 top of that corner is "Client Account ID?"</p> <p>21 A Yes.</p> <p>22 Q And then the "Counterparty</p> <p>23 Account ID?"</p> <p>24 A Yes.</p> <p>25 Q And then there's the ticker and the</p>
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<p>1 (Whereupon the above mentioned was</p> <p>2 marked for Identification.)</p> <p>3 A Yes.</p> <p>4 Q And is this an e-mail that you</p> <p>5 received from Mr. Markowitz on or about</p> <p>6 August 6 of 2014?</p> <p>7 A Seems to be, yes.</p> <p>8 Q He describes two spreadsheets,</p> <p>9 equity in one and forward in the other, for</p> <p>10 the TDC trade from Adam.</p> <p>11 And is that a reference to Adam</p> <p>12 LaRosa?</p> <p>13 A I would think so, yes.</p> <p>14 Q And he says, "Hopefully, with the</p> <p>15 allocations we received the other day, and</p> <p>16 the account names today, you can fill ours</p> <p>17 out well ahead of Thursday's trading."</p> <p>18 Do you see that, sir?</p> <p>19 A Yes.</p> <p>20 Q And so the -- the account names</p> <p>21 obviously came a little bit later, it sounds</p> <p>22 like, from the allocations, but were again</p> <p>23 provided so that -- so that Matt and Ira</p> <p>24 could fill out the proper documentation.</p> <p>25 Is that how you understand this?</p>	<p>1 ticker is "TDC" in every case?</p> <p>2 A Yes.</p> <p>3 Q And then there's a "Sell" side.</p> <p>4 Right?</p> <p>5 A Yeah.</p> <p>6 Q And then you see there's a</p> <p>7 "Quantity."</p> <p>8 Do you understand that to be the</p> <p>9 number of shares?</p> <p>10 A Yes.</p> <p>11 Q And then the "Trade Date," which in</p> <p>12 all cases is August 7 of 2014?</p> <p>13 A Uh-huh.</p> <p>14 Q And then there's a "Forward</p> <p>15 Expiration Date?"</p> <p>16 A Uh-huh.</p> <p>17 Q And the "Forward Expiration Date"</p> <p>18 is the same in every case? It's August 13?</p> <p>19 A Yes.</p> <p>20 Q And then there's a "Forward</p> <p>21 Settlement?"</p> <p>22 A Yes.</p> <p>23 Q And in every case, it's physical</p> <p>24 settlement?</p> <p>25 A I see that, yes.</p>

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<p>1 (Whereupon the above mentioned was 2 marked for Identification.) 3 A Yes. 4 Q This is an e-mail from 5 Trading@Aerovane Pension.com. 6 Do you see that? 7 A Yes. 8 Q Who is Trading@Aerovane 9 Pension.com? 10 A Again, that would have been part 11 of -- each plan had its own separate e-mail 12 to send these trading -- trading execution 13 and trading orders. 14 Q And did you use that e-mail? 15 A It was used only for that purpose. 16 Q But who used it? 17 A Well, it was -- you know, in this 18 time, it was used by that software system. 19 Q That automation that we talked 20 about earlier, the Octave System. 21 Right? 22 A Yes. 23 Q This e-mail has some text. It 24 says, "The balance is still somewhat higher 25 than the others."</p>	<p>1 A I can only guess to that effect. I 2 don't know. 3 Q Well, it was Solo that was 4 introducing you to all of these deals. It 5 was proposing everything, and the deal was 6 that it would get 75 percent. 7 Right? 8 A Yes. 9 Q And it gave you all of these 10 transactions which you did, and when the 11 profits came in, the reclaim came in, you got 12 invoices from -- from Ganymede -- 13 A Yes. 14 Q -- paying the 75 percent. 15 Right? 16 A Yes. 17 Q So Solo provided the services and 18 you were billed to pay the 75 percent to 19 Ganymede? 20 A Yes. 21 Q So Ganymede was effectively the 22 entity you were paying for what Solo was 23 doing? 24 A For what everyone as a whole were 25 doing for the whole trade, yes.</p>
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<p>1 So that sounds like a sentence that 2 a human sent rather than a computer. 3 Right? 4 A It does, yeah. 5 Q So did you send this? 6 A I don't know. 7 Q You'll see it's forwarding a -- an 8 e-mail from "GSSOPL." 9 Is "GSS" Ganymede? 10 A Yeah, yeah. Well, "GSS" -- I don't 11 know who "GSSOPL" is. 12 Q Do you understand "OPL" is Old Park 13 Lane? 14 A That's what I would guess. 15 Q Have you seen "GSS" used in 16 connection with Ganymede? 17 A I don't remember. 18 Q What was Ganymede? 19 A Ganymede was the entity of which 20 we -- the 75 percent was paid over to. 21 Q So that was an entity that 22 was -- Mr. Shah's or Solo's? 23 A I don't know who owned that entity. 24 Q But it was affiliated with Mr. Shah 25 and his business Solo, was it not?</p>	<p>1 Q Right. So -- 2 A In addition, actually, they 3 were -- they were certainly not the only 4 entity. We also paid lots of brokerage fees 5 and custody fees and all that. 6 Q Correct. But the 75 percent you 7 paid to Ganymede? 8 A 75 percent we paid to Ganymede. 9 Q And that was for Solo's work? 10 A I don't know for -- it was for the 11 overall work of the transaction, yes. 12 Q If you turn to the attachment? 13 A And this is still in the same 14 exhibit? 15 Q Same exhibit, yeah. 16 A Okay. 17 Q You'll see this is a statement of 18 account for the Aerovane plan? 19 A Yes, I see that. 20 Q And you'll see that it's the -- we 21 have here, on the first page, the Danish 22 kroner account? 23 A Yes. 24 Q And it has the date of the 25 transaction for the account activity in the</p>

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<p>1 A I think it would be the same.</p> <p>2 Q Now, Item 6 is, "The Michelle plan</p> <p>3 would take a short futures position in shares</p> <p>4 of such company by selling to an unrelated</p> <p>5 third party the cash settles single stock</p> <p>6 future."</p> <p>7 How did that compare with the</p> <p>8 Danish trading strategy?</p> <p>9 A Short futures -- sorry. I keep</p> <p>10 doing that.</p> <p>11 (Witness reviewing.)</p> <p>12 I think it's very similar. Single</p> <p>13 stock futures and forwards are sort of</p> <p>14 economically interchangeable.</p> <p>15 So it's not exactly the same, but</p> <p>16 economically very similar.</p> <p>17 Q Do you have an understanding why,</p> <p>18 in the course of the Danish trading strategy,</p> <p>19 there was a -- no use of futures</p> <p>20 transactions?</p> <p>21 A No, I don't know why they switched</p> <p>22 to that economic equivalent.</p> <p>23 Q And do you have any understanding</p> <p>24 as to why the futures were physically settled</p> <p>25 instead of cash settled?</p>	<p>1 different.</p> <p>2 But other than that, 8 is the same.</p> <p>3 Q And then, 9?</p> <p>4 A (Witness reviewing.)</p> <p>5 Again, settling the futures</p> <p>6 contract for cash, I'm not sure how the</p> <p>7 forwards were settled. It could have been</p> <p>8 settled for shares, it could have been</p> <p>9 settled for cash. I don't know.</p> <p>10 So the only -- the only thing that</p> <p>11 I know is different is the word "future"</p> <p>12 versus "forward," but they're economic</p> <p>13 equivalents.</p> <p>14 Q What about Element 10?</p> <p>15 A (Witness reviewing.)</p> <p>16 I can speak to the first part</p> <p>17 before the parenthetical, which is true, as I</p> <p>18 mentioned before. We remit -- or the plans</p> <p>19 would remit a percentage to -- well, not to</p> <p>20 Solo, but to Ganymede.</p> <p>21 And I don't know how the expenses</p> <p>22 were paid exactly.</p> <p>23 Q I thought you told us earlier that</p> <p>24 the expenses were paid after the payment to</p> <p>25 Ganymede?</p>
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<p>1 A The forwards?</p> <p>2 Q The forwards. I'm sorry.</p> <p>3 A I don't.</p> <p>4 Q Item 7 describes how a third</p> <p>5 party -- this is at the bottom of the page?</p> <p>6 A Yes. I'm with you.</p> <p>7 Q It says, "A third party would</p> <p>8 submit a tax reclamation request to the</p> <p>9 appropriate authorities with respect to the</p> <p>10 gross dividend previously withheld on the</p> <p>11 settlement of such authorities."</p> <p>12 And how did that compare?</p> <p>13 A It seems very, very similar, if not</p> <p>14 the same.</p> <p>15 Q And how about the next element, 8?</p> <p>16 A (Witness reviewing.)</p> <p>17 The only difference here is</p> <p>18 that -- I mean, they're going to receive a</p> <p>19 payment. We received a payment -- I guess</p> <p>20 the plan received a payment via the</p> <p>21 custodian.</p> <p>22 But then, as we talked about, it</p> <p>23 was immediately invoiced and paid out,</p> <p>24 75 percent of it or a little more than</p> <p>25 75 percent, to Ganymede. So that's</p>	<p>1 A (Witness reviewing.)</p> <p>2 Oh, I thought this was -- sorry. I</p> <p>3 thought this was saying Solo would pay fees</p> <p>4 to whatever providers it used.</p> <p>5 If, in this transaction, Solo paid</p> <p>6 the expenses, the brokerage fees, the things</p> <p>7 that we discussed earlier, the -- you know,</p> <p>8 the forward, the stock lending fees, things</p> <p>9 like that, custody fees -- if that was the</p> <p>10 case, then this would have been slightly</p> <p>11 different.</p> <p>12 Q In the sense that in this</p> <p>13 transaction, Solo is paying the fees, and in</p> <p>14 the Danish trading transaction, the plan was</p> <p>15 paying the fees?</p> <p>16 A Yes.</p> <p>17 Q If you turn to page 5?</p> <p>18 A Yes, sir.</p> <p>19 Q The first full paragraph --</p> <p>20 A Yes.</p> <p>21 Q -- under the custodial agreement</p> <p>22 with Solo.</p> <p>23 Do you see that?</p> <p>24 A Yes.</p> <p>25 Q And it describes how the Michelle</p>

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<p>1 plan retained approximately 34 percent of the</p> <p>2 gross amount payable to the Michelle plan?</p> <p>3 A Yes.</p> <p>4 Q So that's 34 percent of the</p> <p>5 reclaim?</p> <p>6 A That's my understanding, yes.</p> <p>7 Q And the remaining 66 percent was</p> <p>8 paid to Solo?</p> <p>9 A Yes.</p> <p>10 Q And then it talks about -- so I</p> <p>11 guess that -- that fact is a contrast between</p> <p>12 the 66 percent here and the 75 percent in the</p> <p>13 Danish transaction?</p> <p>14 A Now that earlier sentence makes</p> <p>15 more sense, reading this sentence.</p> <p>16 Q Then, another difference is that</p> <p>17 Solo was paying the costs here.</p> <p>18 Right?</p> <p>19 A Sorry. That was the difference I</p> <p>20 was referring to.</p> <p>21 Q Okay. There's also a difference in</p> <p>22 the percentage, too, though.</p> <p>23 Right?</p> <p>24 A Yes, yes. True.</p> <p>25 Q So if you go to the next paragraph,</p>	<p>1 allocation to the pension plans and a profit</p> <p>2 allocation to Solo, or in the case, Ganymede.</p> <p>3 Just different in terms of numbers, but I</p> <p>4 think, in terms of business arrangement, very</p> <p>5 similar.</p> <p>6 Q The difference in numbers being the</p> <p>7 percentages?</p> <p>8 A Yeah, between -- 66 versus 75 and</p> <p>9 34 versus 25.</p> <p>10 Q Right. If you turn to page 10?</p> <p>11 A Yes, I'm on page 10.</p> <p>12 Q The second paragraph, if you look</p> <p>13 at the first sentence, do you have an</p> <p>14 understanding who is being referred to here</p> <p>15 as the "DOL?"</p> <p>16 A (Witness reviewing.)</p> <p>17 I don't, but I could probably make</p> <p>18 an intelligent guess that it's Department of</p> <p>19 Labor.</p> <p>20 Q Then, if you turn to page 11?</p> <p>21 A Yes.</p> <p>22 Q The second full paragraph starts,</p> <p>23 "While the documentation of the transaction</p> <p>24 cannot be ignored?"</p> <p>25 A (Witness reviewing.)</p>
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<p>1 the last paragraph on the page?</p> <p>2 A Yes.</p> <p>3 Q "While the documents provide that</p> <p>4 the 66 percent paid to Solo is a fee to Solo,</p> <p>5 the understanding of the parties at the time</p> <p>6 the transaction was entered into was that</p> <p>7 Solo and the Michelle plan were instead</p> <p>8 effectively engaged in a partnership under</p> <p>9 which the profits would be shared between</p> <p>10 them under the above profit allocation, with</p> <p>11 Solo being responsible for all of the</p> <p>12 partnership's expenses."</p> <p>13 So how does that description</p> <p>14 compare with the Danish trading strategy?</p> <p>15 A Well, I don't know -- this</p> <p>16 is -- this is sort of a legal memorandum, and</p> <p>17 I -- I can't speak to what they mean by</p> <p>18 "effectively engaged in a partnership."</p> <p>19 But when you talk about, sort of,</p> <p>20 the words, you know, shared between them, and</p> <p>21 profit allocations, those are more business</p> <p>22 terms which maybe I'm a little bit more</p> <p>23 comfortable talking about.</p> <p>24 So I would say the transactions</p> <p>25 were very similar in that there was a profit</p>	<p>1 Q The second sentence talks about</p> <p>2 "the provision of a larger allocation to Solo</p> <p>3 reflects the agreement of the parties that</p> <p>4 Solo was essential to the transactions, that</p> <p>5 the transaction might otherwise not have been</p> <p>6 possible, and that Solo was incurring large</p> <p>7 expenses to effectuate the transactions."</p> <p>8 How did that compare with the</p> <p>9 Danish strategy?</p> <p>10 A It seems very similar.</p> <p>11 Q If you turn to page 12?</p> <p>12 A Yes.</p> <p>13 Q In the -- in the first paragraph on</p> <p>14 the page, the last sentence starts, "In this</p> <p>15 regard?"</p> <p>16 A Sorry. The last sentence on the</p> <p>17 page?</p> <p>18 Q No, in the first full paragraph.</p> <p>19 A Right. Where it starts "It is</p> <p>20 possible," right.</p> <p>21 Q Yes.</p> <p>22 A Okay.</p> <p>23 Q The last sentence in that paragraph</p> <p>24 starts, "In this regard?"</p> <p>25 A (Witness reviewing.)</p>